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**IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re

CASH CLOUD, INC. dba COIN CLOUD,

Debtor.

Case No.BK-S-23-10423-MKN
Chapter 11

**LIMITED RESPONSE TO DEBTOR'S
AMENDED SEVENTEENTH OMNIBUS
MOTION SEEKING REJECTION OF
INDIVIDUAL DIGITAL CASH
MACHINE CONTRACTS UNDER
MASTER AGREEMENT DATED
NOVEMBER 20, 2020 WITH UNITED
NATURAL FOODS, INC.**

United Natural Foods, Inc. ("UNFI") submits the following limited response to the Debtor's amended seventeenth omnibus motion for entry of order approving rejection of executory contracts and leases [ECF No. 700] (the "Rejection Motion").

The Debtor is a party to a substantial number of contracts placing digital cash machines ("DCM's") on the premises of UNFI retailers under the overall terms of a Master Agreement dated November 20, 2020 between the Debtor and UNFI (the "Master

Agreement"). By order entered by the Court on June 30, 2023 [ECF No. 795] the assumption of the substantial majority of the DCM contracts under the Master Agreement was approved in connection with the sale of a substantial portion of the Debtor's assets. See ECF No.658 (original proposed cure amount under Master Agreement); ECF No. 749, page 76 (corrected cure amount under Master Agreement); ECF No. 749, pages 95-106 (list of assumed UNFI DCM contracts). Nevertheless, the Rejection Motion proposes to reject a relatively small number of UNFI DCM contracts, see ECF No. 702, Exhibit 1, at pages 3-4 [ECF No. 702, pages 5-6].

Given the Debtor's assumption of the Master Agreement, UNFI believes that the DCM contracts proposed to be rejected may have been proposed for rejection in error and should in fact be included among the substantial number of UNFI DCM contracts already assumed. However, should the Debtor persist in seeking to reject these UNFI DCM contracts, UNFI will reserve its rights under the Master Agreement in connection with any such rejection.

DATED this 6th day of July, 2023

By: Lew Brandon Jr., Esq.

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